

FILED
Franklin Co. Circuit Court
2nd Judicial Circuit
Date: 8/19/2019 12:00 AM
Jim Muir

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, ILLINOIS

THE HANOVER INSURANCE GROUP A/S/O
JOSHUA FORTE, ANGELA FORTE
Plaintiff(s),

v.

ROBERTO CENDENO HERNANDEZ

EMC AUTO TRANSPORT, LLC.
Defendant(s).

Case No. 2019L60

COMPLAINT

COMES NOW Plaintiff(s) by and through its attorney Christopher Durso of Evans and Dixon, LLC and states to the Court as follows:

1. That the Plaintiff The Hanover Insurance Company, is a corporation duly organized and licensed to do business in the State of Illinois, engaged in the business of providing insurance coverage, including automobile insurance coverage.
2. That at all time referred to herein Plaintiff's insured was the owner of a motor vehicle.
3. Defendant, Roberto Cendeno Hernandez was acting as an agent or employee of the Defendant EMC Auto Transport, LLC., at the time of the accident.
4. Defendant Hernandez is a resident of Lee County, State of Florida.
5. Defendant EMC Auto Transport, LLC. is a Florida Limit Liability Corporation.
6. That on or about August 24, 2017, the motor vehicle of Plaintiff's insured, Joshua Forte was on NB Interstate 67 at or near Mile Marker 72, Browning Township Illinois, being an open and public street in County of Franklin, State of Illinois.
7. That at said time and place the Defendant did carelessly and negligently operate his/her motor vehicle, to wit:
 - a. Failure to yield
 - b. Failure to keep a proper lookout
 - c. Failure to reduce speed to avoid an accident
 - d. Improper lane usage.



8. That at said time and place, Defendant carelessly and negligently caused a portion of the vehicle that he/she was operating to strike and collide with Plaintiff's insured's vehicle, causing said vehicle to be damaged and depreciated in the amount of \$22,398.58.
9. By reason of the collision and the legal liability imposed on Plaintiff by the policy of insurance, Plaintiff was obligated to pay, and did pay to or on behalf of Plaintiff's insureds the sum of \$22,398.58 for property damage caused by Defendant's negligence.
10. The Plaintiff's insured paid a deductible under the terms of the above mentioned policy of insurance.
11. Pursuant to the subrogation agreement in Plaintiff's policy of insurance with Joshua Forte and by operation of law, Plaintiff is subrogated to Joshua Forte, and became such when payments were made on his/her behalf.

WHEREFORE, Plaintiff(s) requests that:

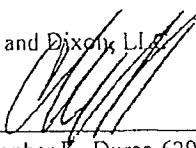
1. Plaintiff be subrogated to all rights of Joshua Forte as against Defendant for \$22,398.58, the amount of the payments made to or on behalf of Joshua Forte;
2. The Court award judgment in favor of the Plaintiff and against the Defendants in the amount of \$22,398.58 to compensate Plaintiff(s), together with costs herein expended, and for any further relief this Court deems just and proper.

COUNT II

- 1 - 11. Plaintiff hereby reincorporates and re-alleges the allegations of Count I, 1 through 11 as if set forth fully herein.
12. By reason of the collision and the legal liability imposed on Plaintiff by the policy of insurance, Plaintiff was obligated to pay, and did pay to or on behalf of Plaintiff's insureds the sum in excess of \$50,000.00 for bodily injuries caused by Defendant's negligence.
13. Pursuant to the subrogation agreement in Plaintiff's policy of insurance with Joshua Forte and Angela Forte and by operation of law, Plaintiff is subrogated to Joshua Forte and Angela Forte, and became such when payments were made on his/her behalf.
14. That as a result of Defendant's carelessness and negligence, Plaintiff's insureds suffered personal injuries, and incurred medical bills to treat those injuries, to wit: contusions, lacerations, sprains, strains of head, neck, back shoulders, arms and legs; lost income and has had to pay, and will continue to pay sums for medical care and drugs all to Plaintiff's damage in the amount in excess of \$50,000.00.

WHEREFORE, Plaintiff(s) requests that:

1. Plaintiff be subrogated to all rights of Joshua Forte and Angela Forte as against Defendant for an amount in excess of \$50,000.00, the amount of the payments made to or on behalf of Joshua Forte and Angela Forte;
2. The Court award judgment in favor of the Plaintiff and against the Defendants in the amount in excess of \$50,000.00 to compensate Plaintiff(s), together with costs herein expended, and for any further relief this Court deems just and proper.


Evans and Dixon, L.L.C.

Christopher K. Durso 6298349|802
Attorneys for Plaintiff
211 North Broadway Suite 2500
St. Louis MO 63102
Phone: (314) 436-6757
Fax: (314) 436-2066
Email: cdurso@evans-dixon.com